



## General Contractual Terms and Conditions

1. All prices stated have been calculated on a monthly basis (= 30 overnight stays) (including taxes, the fee for the complete furnishing of the apartment, Internet use; fit-out such as bed, bathroom and table linen, cookware and dishes. Use of the pool facility and the gymnasium as well as power, heating and water for standard consumption, with any excessive consumption to be paid for adequately, is included in the prices. Use of recreational facilities of the complex is at the Lessee's own risk.  
The Lessor is not obliged to accept foreign currencies. All costs incurred shall be paid in EUR.
2. Default of payment: If the Lessee defaults payment, 9 % of arrears for each commenced month of delay shall be deemed agreed. If the contract is a consumer transaction for the Lessee, interest of 5% per year shall be deemed agreed.  
The Lessee shall not be entitled to set off the Lessee's own claims against claims of the landlord. If the Lessee is a consumer within the meaning of the Consumer Protection Act, the Lessee is not entitled, except in case of the Lessor's insolvency, to set off claims of the Lessor against the Lessee's own claims, except if such claims are legally connected with the consumer's liability, or have been recognised by the Lessor or established by a court of law.
3. The agreed flat-rate fee is tied to the Consumer Price Index of 2015 (VPI 2015) to ensure value stability. The agreed reference month is the month when the contract of lease commences. Value stability adjustments are made after 12 contractual months have expired, i.e. for the first time upon publication of the index figure for the 12th month from commencement of contract, and the flat-rate fee increases to the extent to which the overall index increases.<sup>1</sup>
- 2
4. Extension: If the Lessee continues to use the object of lease, the lease contract shall not be deemed as extended. If the Lessee wishes to extend the contract, this shall be agreed with the Lessor in a timely manner. It is explicitly stated that implicit extension of the contract is excluded.
5. Early termination: If the Lessee uses the object of lease for a shorter period than originally agreed in the contract, the Lessee shall not be entitled to compensation or reduction of the flat-rate fee.
6. Withdrawal from the contract: Consumers may withdraw from the contracts concluded in long distance-sales (such as exclusively on the Internet, via telephone calls, correspondence) pursuant to Article 30a Consumer Protection Act, within 7 working days from the date of conclusion of the contract, by registered letter, telefax, registered e-mail, with Saturday not counting as working day and sending the declaration of withdrawal within said period being sufficient. Except if the right of withdrawal pursuant to Article 30a Consumer Protection Act is exercised, withdrawal by unilateral declaration of the Lessee is possible only when a contractually agreed cancellation fee has been paid.
- 3
7. Passport, visa and health-related requirements: For stateless Lessees, and depending on the Lessee's nationality, different immigration, passport and health-related requirements are in place in Austria, about which the Lessee shall obtain information on his/her own at the competent consulate. The Lessor shall not be liable for the timely granting of, and access to, the required visas by the respective diplomatic mission.
- 4
8. Occupancy by more than the maximum number of persons indicated without obtaining the written approval from the Lessor shall not be permitted. If more persons than announced upon conclusion of the contract reside in the object of lease – also if only on a short-term basis – surcharges (according to the price list) may have to be paid. The Lessor shall be notified of additional persons without delay; for justified reasons, the Lessor may prohibit accepting such additional persons.
9. Common pets are permitted, if no danger or excessive noise or odour pollution is to be expected from them, but in such cases an additional fee of € 50,00 inclusive of VAT (for special cleaning) shall be deemed agreed. If the object of lease is extremely dirty, the Lessor reserves the right to charge adequate surcharges for final cleaning.
10. All collateral and ancillary agreements not included in the offer shall be subject to the Lessor's consent.
11. When the object of lease is handed over, a registration form shall be completed; for stays exceeding 2 months, registration with the competent city administration (Magistrat) shall be made.
12. Upon termination of the contract of lease, the object of lease shall be returned in an unchanged and orderly condition. If, upon return, damage is discovered in the object of lease or furniture or fit-out items are missing, the costs of repairing such damage shall be determined by the Lessor or competent experts within 30 days at most after the object of lease has been returned. If furniture or fit-out items are missing, the replacement value of such items (purchase price of the Lessor inclusive of VAT) shall be agreed as amount of compensation.  
  
The damage amount as determined above shall be deemed final and established, with the contractual parties mutually and explicitly waiving to file any further objection or contestation before court. After the repair volume has been identified, the Lessor shall invoice the amount to the Lessee and the Lessee shall settle the invoice without delay.
13. Items which the Lessee has left behind shall be sent to the Lessee only at the Lessee's request, risk and expense. The Lessor shall retain the items for three months, after that they will be handed over to the local lost-and-found office if they are of apparent value. If of no apparent value, the Lessor reserves the right to destroy them after the aforementioned period of time.
14. Loss of keys and access card: If the keys are lost, a compensation of € 220.00 (inclusive of VAT) for exchanging the cylinder shall be paid by the Lessee. If the access card is lost, an amount of € 15.00 (inclusive of VAT) per card for obtaining a replacement card shall be paid by the Lessee.
15. The Lessee shall treat the object of lease including all furniture and fit-out items with care and caution, keep them in orderly and clean condition and repair damage, if any, at the Lessee's expense or have it repaired, at its own expense, by the Lessor. If damage is repaired by the Lessee himself - except for "minimum" damage – only authorised experts may be commissioned with the repair. Any damage and technical defects that have arisen or occurred shall be reported to the Lessor without delay.
16. The object of lease shall not be passed wholly or partially to third parties against payment or without payment.

17. The Lessee may use the object of lease exclusively for residential purposes, and, within that scope, exclusively for the agreed purpose of using it as a temporary secondary dwelling, because the Lessee's gainful employment requires a change in location, or for recreational purposes or leisure activities. Establishment of a "principal place of residence" or "habitual residence" in the object of lease shall not be permitted.
18. Temporary disturbances of the energy and water supply and temporary defects of the technical equipment and facilities of the object of lease or of the contractual residential complex shall not give rise to any claims of the customer for reduction of the agreed flat-rate fee, except if such defects or disturbances have been caused through the fault of the Lessor. Same shall apply to disturbances or impairments of use caused by elementary events and external influences, such as noise and dust.
19. Access to the object of lease for employees of the Lessor on site
  - The Lessee acknowledges that the Lessor conducts a quality check of the object of lease one a month. The Lessor is entitled to make this check up to once a week, if required. Furthermore, the Lessee shall grant access to the Lessor whenever required for repairing various technical defects and for maintenance and cleaning purposes.
  - The Lessor is entitled to have the object of lease visited by prospective subsequent users after appropriate previous announcement to the Lessee.
20. Maintenance of the object of lease
  - The Lessee shall not be permitted to remove furniture and fit-out items left to the Lessee for use (in particular bed and bathroom linen and towels) from the object of lease or to make changes to the object of lease in any way, in particular structural or technical changes.
  - If the Lessee discovers that the apartment has been infested by vermin, the Lessee shall immediately initiate and/or commission all required and pertinent measures for elimination and report this to the Lessor without delay.
  - The object of lease is a non-smoking apartment; but smoking is allowed on the terrace of the object of lease. Furthermore, barbecuing or using open fires is prohibited also on the terrace or in the garden.
  - The Lessee is responsible for waste separation and disposal.
21. Early termination of the contract

The Lessor is entitled to terminate this contract with immediate effect and without observing a notice period,

  - if the Lessee damages the object of lease intentionally, attacks other residents or employees of the Lessor verbally or physically or makes other "substantially adverse use" of the object of lease;
  - if the Lessee does not fulfil a payment obligation under this contract, in particular the obligation to effect the agreed advance payment in case of online booking, although the Lessee has received a written reminder and has been granted a respite of at least 8 days;
  - if the Lessee otherwise persistently and regardless of written reminder and having been granted a respite of at least 8 days does not fulfil his obligations under this contract;
  - in the event of force majeure or if other circumstances not attributable to the Lessor make it impossible to fulfil the contract;
  - if the contract has been concluded or initiated based on misleading or false statements made by the Lessee on material facts, such as about the person of the Lessee or the purpose of the conclusion of the contract;
  - if the Lessor has reason to believe that using the contractual service may jeopardise the smooth business operations, security or public reputation of the Lessor.

The Lessee acknowledges that violations or circumstances as provided for above put the proper management of the building at risk and shall, therefore, be considered as important and meaningful circumstances that may, at the Lessor's choice, also entitle the Lessor to terminate this contract at 10 days' notice (instead of declaring early termination).
22. Any bank transfer expenses that may have to be incurred shall be at the Lessee's expense.
23. Provision of Internet access (Wireless LAN) is a voluntary service of the Lessor. Therefore, Internet (Wireless LAN) availability is not owed by the Lessor, and, consequently, the Lessee cannot claim a reduction of the flat-rate fee from any non-availability. All consequences of improper and excessive use of the network infrastructure (viruses, exceeded download volume, etc) shall be borne by the Lessee.
24. Similarly, no claims can be asserted from non-availability of other technical facilities (such as elevator, air-conditioning system, TV, radio, etc.) or short-term non-availability of power, gas and water lines, except if explicitly agreed on conclusion of the contract (e.g. lift for disabled persons).
25. The Lessor shall not be liable for theft (even through burglary) or loss of objects of values brought into the object of lease.
26. The Lessor shall not be liable for defective equipment or equipment that has been taken out of operation, insofar as the Lessor has not been aware or been made aware of them. The Lessor shall replace such equipment as soon as possible after the Lessor has become aware of this fact.
27. The Lessor shall not be liable for inconveniences or nuisances which are caused by third parties outside the Lessor's sphere of responsibility.
28. Price increases following the conclusion of the contract of lease for objectively justified and non-foreseeable reasons (increase of charges, taxes, duties and the like) are permissible to the extent to which they can be demonstrably justified by facts. Changes of the fee of use shall be notified to the Lessee without delay. If price increases amount to more than 5% of the total flat-rate fee, the Lessee may terminate the contract free of charge within 10 days.
29. This contract shall be governed exclusively by Austrian formal and substantive law. According to Article 104 JN (Court Jurisdiction Act), exclusive competence of the Bezirksgericht Leopoldstadt (Leopoldstadt District Court) shall be agreed for settling any disputes arising from the contract, including disputes on cheques and bills of exchange.

If the Lessee violates the aforementioned and other obligations from this contract, the Lessee shall compensate the Lessor for any and all damage and costs arising therefrom. The Lessee acknowledges that the Lessor is entitled to early dissolution or termination of the contract, particularly in case of persistent violation of Article 20 "Maintenance of the object of lease" (see Article 21 "Early termination of the contract").